

EXHIBIT A



GPS: Policies Acknowledgement and Acceptance of Non-Compete Terms

I have been given access to and read a copy of the Global Premier Soccer ("GPS") Staff Policy Handbook, the GPS Child Protection Policy Handbook, the GPS Transportation Manual and the GPS Host Family Handbook; all of which I have read prior to signing this document and agree to all terms and conditions detailed therein. I understand that any changes may be made to the contents of all aforementioned Handbooks by GPS at any time.

Specifically, I understand and agree that the staff policy handbook sets forth the terms and conditions of my employment with GPS and expresses Management/Owner's right to issue and enforce practices and procedures that it deems necessary to operate and protect its business interest. I further understand and agree that I must abide by the rules and policies in these Handbooks, as well as any changes that the Management/Owners may make from time to time.

I understand and agree that I will be given and will have access to private and confidential information on the practices and procedures related to and associated with the operations and business of GPS, its related franchises and other affiliates. I agree that I will not disclose to any other party any trade secrets or Confidential Information (as defined below) acquired during the period of my engagement with GPS. I specifically agree not to disclose to any party or use for my own purposes, Confidential Information, including without limitation, consumer lists, player lists, business contacts, including soccer clubs, coaches, etc., which have dealt with GPS during the period of my engagement with GPS.

I hereby covenant and undertake without prejudice and in addition to all other obligations already or hereafter described and for a period of 12 months following my termination date, that I will neither directly nor indirectly be engaged, concerned or interested (whether solely or jointly with any other person, company, firm, organization or business entity) as principal, manager, coach, agent, officer, employee, consultant or otherwise in any trade, occupation or business in any state or region in which GPS operates a franchise, partnership or any other affiliated business, organization or club that competes with the business of GPS or is within the soccer industry.

I agree that any breach of this Agreement by me will cause irreparable damage to GPS and that in the event of such breach GPS shall have, in addition to any and all remedies at law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations set forth herein.

I understand and am aware that it is imperative that all GPS staff maintain a high level of professionalism when interacting with players and parents. Furthermore, I understand and will adhere to the policies established in all Handbooks with regards to interaction with players and parents at all training sessions, games, tournaments and all other club events.

For the purposes of this agreement, "Confidential Information" shall mean all, or any part of, and originals or copies of, any information disclosed in writing or in other tangible form or provided or disclosed orally or visually during the time of my engagement with GPS, including but not limited to, products, services, fees, concepts, methodologies, research, services, business activities, marketing plans, and other proprietary information and the like.

I and GPS affirm that the association and relationship between us is one of trust and confidence. In view of said association and relationship, I hereby promise and agree that during said association and relationship and continuing for a period of twelve (12) months from the termination of said association and relationship, I shall not infringe GPS's area of market coverage on behalf of myself, anyone other than GPS, solicit or divert, or take away or attempt to take away from GPS or any of its affiliates, any customer or client.

The parties agree that the Confidential Information is of a special, unique, and extraordinary character, that if GPS's Confidential Information is disclosed to a third party, GPS would be irreparably harmed. For this reason, I waive any claim or defense and agree that GPS shall be entitled to seek equitable relief to prevent further use and/or disclosure in addition to all other remedies available to it in law or in equity for any breach.

If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, including, but not limited to, an action for injunctive relief and/or a suit for damages, GPS shall be entitled to receive reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.



The rights and remedies set forth in this agreement are cumulative of all other rights and remedies existing at law or in equity, and shall not be deemed to deprive GPS of any such other legal or equitable right or remedy, by judicial proceedings or otherwise, necessary or appropriate to enforce the terms, provisions, conditions and covenants contained in this agreement, or the employment of any remedy hereunder, or otherwise, and shall not prevent the concurrent or subsequent employment of another appropriate remedy or remedies.

Name (please print): LUKE KRAWCZYK

Signature: *L Krawczyk*

Date: 3/10/2014

Witnessed by: *[Signature]*

Date: 3/10/14